

EXHIBIT 2

KYLE MILLETT

v.

MID-CENTURY INSURANCE COMPANY, et al.

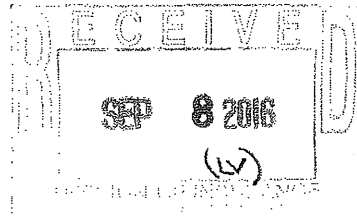
**DEFENDANT, MID-CENTURY INSURANCE COMPANY'S
PETITION FOR REMOVAL**

EXHIBIT 2

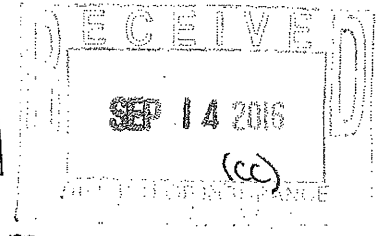
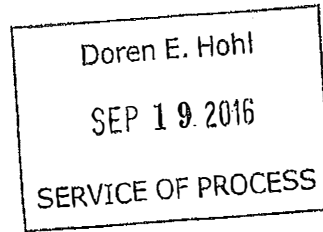
Plaintiff's Complaint

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1 **COMP**
2 BRIAN P. CLARK
3 Nevada Bar No. 4236
4 LUKAS B. McCOURT
5 Nevada Bar No. 11839
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12 lmccourt@clarkmccourt.com
13 Attorneys for Plaintiff



Ann L. Lamm
CLERK OF THE COURT



DISTRICT COURT
CLARK COUNTY, NEVADA

11 KYLE MILLETT, individually,
12 Plaintiff,

13 v.

14 MID-CENTURY INSURANCE COMPANY; DOES
15 I through X; and ROE CORPORATIONS I through
16 X, inclusive,
Defendants.

Case No.: A-16-741242-C
Dept. No.: XXVII

COMPLAINT

17 Plaintiff Kyle Millett, by and through his attorneys, of the law firm Clark McCourt, and as
18 for his causes of action against Defendants, alleges as follows:

- 19 1. At all times relevant to the events in this action Plaintiff was and is a resident of the
20 County of Clark, State of Nevada.
- 21 2. Plaintiff is informed, believes, and thereon alleges, that Defendant Mid-Century
22 Insurance Company (hereinafter "Mid-Century") is a corporation domiciled in the State of
23 California, and doing business in the State of Nevada.
- 24 3. Plaintiff filed suit (Case A-14-700273-C) against Tamara Craig for injuries arising as
25 a result of a motor vehicle accident and was awarded a judgement against Craig in the amount of
26 \$383,302.68 for past medical specials and pain an suffering.
- 27 4. As a result of a judgment and order in the previous case (Case A-14-700273-C)
28 Plaintiff was granted Tamara Craig's personal property assignment of the right of action against her

1 insurance company Mid-Century.

2 5. Upon information and belief, pursuant to the plain language of the contract for
3 insurance, Mid-Century is the company providing the insurance identified in the policy issued to
4 Tamara Craig.

5 6. That as insurers of Tamara Craig, Mid-Century owed contractual and common duties
6 to Tamara Craig.

7 7. Upon information and belief the policy Craig had covered non-commercial vehicles
8 which do not require a commercial driver's license.

9 8. That the 12,000 gross vehicle weight defined under Craig's policy is not plain
10 language.

11 9. That as an insurer of Tamara Craig, Mid-Century has a special relationship to Tamara
12 Craig.

13 10. Prior to September 16, 2013, Tamara Craig purchased a policy of automobile
14 insurance from Mid Century. The policy of insurance included coverage for the actions and liability
15 of comprehensive and collision coverage.

16 11. That Mid Century is liable to Tamara Craig for benefits pursuant to the
17 comprehensive and collision motorist coverage of one or more policies of insurance issued by Mid-
18 Century.

19 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

20 12. On September 16, 2013, Tamara Craig was an insured of Defendant Mid Century.

21 13. On September 16, 2013, Tamara Craig was operating a non-commercial rental
22 vehicle when she struck Plaintiff's vehicle causing injuries to him.

23 14. The negligence of Tamara Craig was the sole and proximate cause of the collision
24 between the vehicles.

25 15. The negligence of Tamara Craig was the sole and proximate cause of the physical
26 injuries to Plaintiff.

27 16. Plaintiff in no way contributed to his injuries and was not suffering from any injury,
28 or pain, prior to this motor vehicle collision.

1 17. As a direct and proximate result of the collision caused by Tamara Craig, Plaintiff
2 suffered serious permanent injuries.

3 18. As a direct and proximate result of the collision caused by Tamara Craig, Plaintiff
4 incurred medical expenses in excess of \$10,000.00.

5 19. Based on the extent of injuries and damages and the liability of Tamara Craig,
6 Plaintiff was awarded a judgment for the amount of \$383,302.68.

7 20. Shortly after the subject motor vehicle accident, Defendant Mid Century was made
8 aware of the accident by Plaintiff's attorneys.

9 21. On November 13, 2013, Plaintiff Millett made a demand for benefits pursuant to the
10 comprehensive and collision motorist coverage of Tamara Craig's insurance policy requesting a
11 response within 15 days.

12 22. On or before November 13, 2013 Defendant Mid Century was aware that Plaintiff's
13 damages exceeded \$25,000.

14 23. On November 15, 2013 Mid-Century replied with a letter denying coverage for the
15 collision caused by Tamara Craig citing language in the policy referencing weight restriction

16 24. On November 15, 2013 Mid-Century denied coverage because the policy language
17 states, "Rental vehicle means any private passenger car, utility car, or utility trailer having a gross
18 vehicle weight of 12,000 pounds or less. . .".

19 25. Tamara Craig was driving a non-commercial vehicle that did not require a
20 commercial driver's license and she was transporting her own belongings not for commercial use.

21 26. Craig complied with every request by Mid-Century for information concerning the
22 accident and her injuries.

23 27. Craig has satisfied every obligation required of her under the insurance policy issued
24 by Mid-Century.

25 28. On information and belief, prior to October 27, 2015, Defendant Mid-Century had
26 implemented company policies, procedures and/or guidelines regarding

27 (2) Defendant's obligations to comply with the requirements of NAC 686A;

28 (3) Defendant's obligations to comply with NRS 686A;

FIRST CLAIM FOR RELIEF

(Breach of Contract)

29. Plaintiff repeats and restates the allegations of each prior paragraph.

30. Plaintiff and Defendant Mid-Century are parties to a valid insurance contract.

31. The insurance contract between Craig and Mid-Century creates an obligation on Mid-Century to pay for the actions and liability to third party claimants that are injured as a result of Craig's negligence.

32. Defendants, through their employee(s) and agent(s) have breached their contractual obligations to Craig.

33. Craig has sustained injury and damages by way of a judgment against her as a direct and proximate result of Defendant's breach of contract.

34. Craig has been damaged in an amount of \$383,302.68 as a result of Defendant's breach of contract.

SECOND CLAIM FOR RELIEF

(Violation of the Unfair Claims Practices Act)

35. Plaintiff repeats and restates the allegations of each prior paragraph.

36. There is in the State of Nevada a statute which prohibits unfair practices in handling insurance claims, NRS 686A.310.

37. Defendants have engaged in the following unfair practices:

- a. Failing to effectuate prompt, fair and equitable settlements of claims in which liability of the insurer has become reasonably clear, NRS 686A.301(1)(e);
- b. Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered, NRS 686A.310(1)(f);
- c. Failing to provide promptly to an insured a reasonable explanation of the basis in the insurance policy, with respect to the facts of the insured's claims

1 and the applicable law, for the denial of the claim or for an offer to settle or
2 compromise the claim, NRS 686A.310(1)(n).

3 38. Defendant, through its employee(s) and agent(s) have violated NRS 686A.310.

4 39. Craig has sustained injury and damages as a direct and proximate result of
5 Defendant's violations of statute.

6 40. Defendant's conduct warrants an award of punitive damages.

7 41. Craig has been damaged in the amount of \$383,302.68 as a result of Defendant's
8 violations of NRS 686A.310.

9 **THIRD CLAIM FOR RELIEF**

10 **(Tortious Breach of Covenant of Good Faith and Fair Dealing)**

11 42. Plaintiff repeats and restates the allegations of each prior paragraph.

12 43. Craig and Defendant Mid-Century entered into a contract for insurance.

13 44. Defendant owed a duty of good faith to Craig arising from the contract of insurance.

14 45. A special element of reliance exists between Craig and Defendant as Defendant is in
15 a superior and entrusted position.

16 46. Defendant's conduct making misrepresentations concerning the conduct, activities
17 and basis for denying Craig's insurance benefits to Plaintiff Millett was done with knowledge of, or
18 the reckless disregard of, the lack of a reasonable basis for denial of Plaintiff Millett's claim and
19 constitutes malice.

20 47. Defendant's conduct warrants an award of punitive damages.

21 48. Craig has been damaged as a result of Defendant's misconduct.

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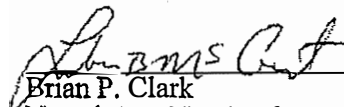
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1 WHEREFORE, Plaintiff prays for judgment as against Defendants, and each of them, as follows:

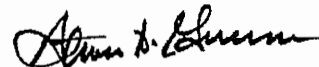
- 2 1. For damages related to Defendant's breach of contract;
- 3 2. For damages related to Defendant's violation of NRS 686A.310;
- 4 3. For damages related to Defendant's tortious breach of the covenant of good faith and
- 5 fair dealing, including punitive damages;
- 6 4. For damages related to Defendant's negligent misrepresentations, including punitive
- 7 damages;
- 8 5. For prejudgment interest;
- 9 6. For costs of suit;
- 10 7. For such other and further relief that may be requested at the time of trial

11
12 DATED this 5th day of August, 2016.

13 CLARK MCCOURT

14
15 
16 Brian P. Clark
17 Nevada Bar No. 4236
18 Lukas B. McCourt
19 Nevada Bar No. 11839
20 7371 Prairie Falcon Road, Ste 120
21 Las Vegas, NV 89128
22 Attorneys for Plaintiff
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CLERK OF THE COURT

1 **IAFD**
2 **BRIAN P. CLARK**
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4 **LUKAS B. McCOURT**
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12 lmccourt@clarkmccourt.com
13 Attorneys for Plaintiff

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 **KYLE MILLETT, individually,**
12 **Plaintiff,**

13 **v.**

14 **MID-CENTURY INSURANCE COMPANY; DOES**
15 **I through X; and ROE CORPORATIONS I through**
16 **X, inclusive,**

17 **Defendants.**

Case No.: A-16-741242-C
Dept. No.: XXVII

**INITIAL APPEARANCE FEE
DISCLOSURE**

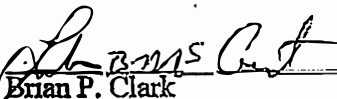
18 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
19 parties appearing in the above entitled action as indicated below:

20 Kyle Millett \$270.00

21 TOTAL: \$270.00

22 DATED this 5th day of August, 2016.

23 **CLARK MCCOURT**



24 **Brian P. Clark**
25 Nevada Bar No. 4236
26 Lukas B. McCourt
27 Nevada Bar No. 11839
28 7371 Prairie Falcon Road, Suite 120
Las Vegas, NV 89128
Attorneys for Plaintiff

A-16-741242-C

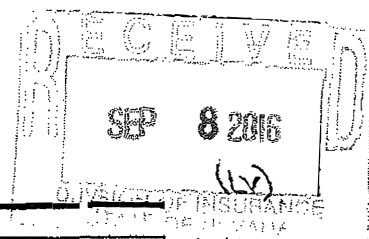
XXVII

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No.

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

KYLE MILLET

Defendant(s) (name/address/phone):

MID-CENTURY INSURANCE COMPANY

Attorney (name/address/phone):

Brian P. Clark, Bar No. 4236

Lukas B. McCourt, Bar No. 11839

7371 Prairie Falcon Road, Suite 120

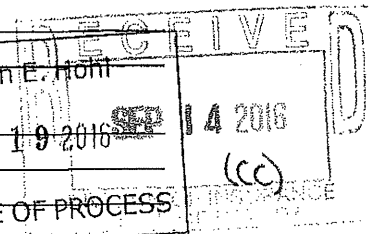
Las Vegas, NV 89128 (702) 474-0065

Attorney (name/address/phone):

Doreen E. Holt

SEP 19 2016

SERVICE OF PROCESS

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Torts	Probate	Construction Defect & Contract	Judicial Review/Appeal	
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input checked="" type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters			

Business Court filings should be filed using the Business Court civil coversheet.

8/5/16
Date

Signature of initiating party or representative

See other side for family-related case filings.

CERTIFIED MAIL

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WH MAIL CENTER

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6301 OWENSMOUTH AVENUE
WOODLAND HILLS CA 91367